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August 31, 2001

David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

VIA HAND DELIVERY

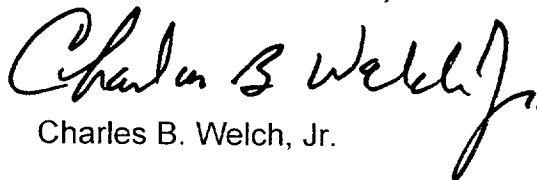
Re: *Generic Docket to Establish Generally Available Terms and Conditions For
Interconnection, Docket No. 01-00526*

Dear Mr. Waddell:

Enclosed please find an original and 13 copies of the Comments of Time Warner Telecom of the Mid-South, L.P. in accordance with the Order of the Tennessee Regulatory Authority in the above-referenced docket. I have provided copies to all parties of record.

Very truly yours,

**FARRIS, MATHEWS, BRANAN,
BOBANGO & HELLEN, P.L.C.**


Charles B. Welch, Jr.

CBW:lw

Enclosures

cc: Carolyn Marek

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)	
)	
GENERIC DOCKET TO ESTABLISH)	Docket No. 01-00526
GENERALLY AVAILABLE TERMS AND)	
CONDITIONS FOR INTERCONNECTION)	

**COMMENTS OF TIME WARNER TELECOM OF THE MID-SOUTH, L.P.
REGARDING BELL SOUTH'S MODIFIED GENERIC
INTERCONNECTION AGREEMENT**

In accordance with the revised procedural schedule entered in this cause, Time Warner Telecom of the Mid-South, L.P. ("Time Warner"), submits these comments regarding the Modified Generic Interconnection Agreement filed by BellSouth Telecommunications, Inc. ("BellSouth") on July 30, 2001, in the referenced docket.

POSITION STATEMENT

Time Warner supports the Comments filed by the CLEC Intervenors, however, the support should not be interpreted as Time Warner's acknowledgment that the issues and provisions submitted by BellSouth and the CLECs constitute an all inclusive list of consideration by the Authority in this proceeding. Time Warner submits that the document adopted by Final Order of the Authority as the Generic Interconnection Agreement should include provisions adopting all applicable Authority orders issued pursuant to arbitration proceedings, as well as the provisions of all voluntary agreements entered into by and between BellSouth and CLEC parties. This approach necessarily requires multiple, optional provisions relating to identical issues and careful consideration of the Authority's orders concerning issues which have not been memorialized in arbitrated agreements.

Undoubtedly, a compilation of these provisions into a single document is a momentous task which could only be accomplished with the aid of business and technical experts from the various companies. Due to demands in other Authority dockets and the short schedule in this docket, Time Warner has not had an opportunity to complete a review which would provide any meaningful assistance to the Authority in its consideration of the issues in this proceeding. Although Time Warner will continue to participate in this docket to the extent its resources will permit, this participation will have to be limited to more narrowly defined categories of issues as those issues are presented, assuming such an opportunity will present itself as this docket proceeds.

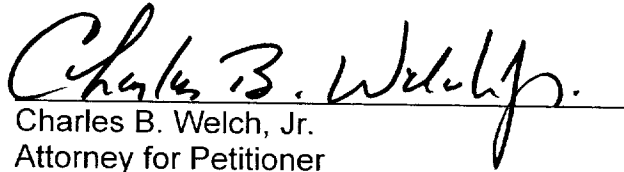
PROPOSED PROCEDURE

Starting with BellSouth's draft of a Generic Interconnection Agreement presents a potentially serious problem. Since BellSouth is the only party in this proceeding that has been a party to the proceedings resulting in the orders it has been asked to interpret, BellSouth has had many months, if not years, to work on developing contract language. BellSouth, therefore, has a distinct advantage in presenting a generic document which consists of several hundred pages. In order to offset this advantage and insure that the final document clearly embraces the intent of the Authority's orders, each issue and each contract provision must be analyzed and debated. Time Warner respectfully requests that the Authority move this proceeding into a workshop format so that the CLEC Intervenors will have the benefit of a detailed, critical analysis of the orders and the various contract provisions which have been or will be proposed. As an additional complication, some of the CLEC Intervenors have different business positions and competing interests. Since

drafting of contract language is not an exact science, the Authority should create a forum that permits debate and an opportunity for each CLEC company to compare its company's position against that of BellSouth, as well as the other CLEC Intervenors. For these reasons, Time Warner strongly encourages the Authority to move this proceeding into a workshop format on a more extended procedural schedule.

Respectfully submitted,

**FARRIS, MATHEWS, BRANAN
BOBANGO & HELLEN, P.L.C.**

A handwritten signature in cursive script, reading "Charles B. Welch, Jr.", written over a horizontal line.

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CERTIFICATE OF SERVICE

I hereby certify a copy of the foregoing document was served on the parties of via U.S. Mail, addressed as follows this the 31st day of August, 2001.

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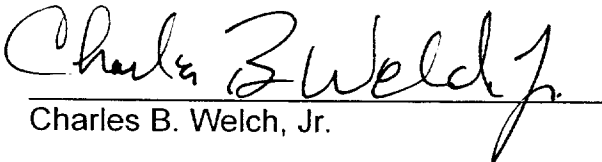
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